



**CITY COUNCIL AGENDA
FEBRUARY 22, 2016 – 7:00 P.M.**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF MINUTES
 - A. **Regular City Council Meeting of February 8, 2016**
5. MAYOR'S COMMENTS
6. CITY MANAGER'S COMMENTS
7. AGENDA CHANGES (ADDITIONS/DELETIONS)
8. GUEST SPEAKERS: **None**
9. PUBLIC COMMENT *Agenda Items Only (Limit 3 minutes)*
10. REQUESTS FOR PAYMENT
 - A. **Approval of Accounts Payable**
11. PUBLIC HEARINGS: **None**
12. UNFINISHED BUSINESS: **None**
13. NEW BUSINESS
 - A. **Proclamation No. 160222-P1 – 2016 Arbor Day (ROLL CALL)**
 - B. **Resolution No. 160222-A – Tri-Community Master Plan Update (ROLL CALL)**
 - C. **Resolution No. 160222-B – Fire Truck Acquisition and Financing Contract (ROLL CALL)**
 - D. **Venetian Festival Special Event Application (VOICE VOTE)**
 - E. **Harbor Authority Board Reappointments (VOICE VOTE)**
14. CONSENT AGENDA: **None**
15. PUBLIC COMMENTS *(Limit 3 minutes)*
16. COMMUNICATIONS:
17. BOARDS, COMMISSIONS & COMMITTEE REPORTS
 - A. **KLSWA, Harbor Authority, Fire Board, Planning Commission**
18. COUNCIL COMMENTS
19. ADJOURN

NOTICE

This facility is wheelchair accessible with accessible parking spaces available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact Saugatuck City Clerk at 269-857-2603 or monica@saugatuckcity.com for further information.

Proposed Minutes
Saugatuck City Council Meeting
Saugatuck, Michigan, February 8, 2016

The City Council met in regular session at 7:00 p.m. at City Hall, 102 Butler Street, Saugatuck, Michigan.

1. **Call to Order** by Mayor Peterson at 7:00 p.m.
 2. **Pledge of Allegiance**
 3. **Attendance:**
Present: Spangler, Johnson, Verplank, Peterson & Trester
Absent: Bekken & Hess
Others Present: City Manager Harrier & City Clerk Nagel
- A motion was made by Verplank, 2nd by Trester, to excuse Council Members Bekken & Hess with prior notification. Upon voice vote the motion carried unanimously.
4. **Approval of Minutes:** A motion was made by Johnson, 2nd by Spangler, to approve the January 25, 2016 regular meeting minutes as presented. Upon voice vote the motion carried unanimously.
 5. **Mayor's Comments:** Mayor Peterson announced the City is accepting applications for the 2016 Tony Vettori Citizen of the Year. She also announced she's pleased with the applicants that interviewed and were recently appointed to city boards/commissions.
 6. **City Manager's Report:** None
 7. **Agenda Changes:** None
 8. **Guest Speakers:** None
 9. **Public Comment:** None
 10. **Request for Payment:** A motion was made by Spangler, 2nd by Johnson, to approve the accounts payable in the amount of \$275,022.67. Upon voice vote the motion carried unanimously.
 11. **Public Hearings:** None
 12. **Unfinished Business:** None
 13. **New Business:**
A. Resolution No. 160208-A – 2016 Community Pride Day: A motion was made by Trester, 2nd by Verplank, approving a Letter of Understanding between the Saugatuck/Douglas Garden Club and the City of Saugatuck to provide beautification activities for the greater community in the amount of \$1,200.00. Upon roll call the motion carried unanimously.
 14. **Consent Agenda:** None
 15. **Public Comment:**
 16. **Communications:** None
 17. **Boards, Commissions & Committee Reports:** None
 18. **Council Comments:** None
 19. **Adjournment:** Mayor Peterson adjourned the meeting at 7:08 p.m.

Respectfully Submitted,

Monica Nagel, CMC
City Clerk

Vendor Name	Description	Amount
1. ALLEGAN COUNTY TREASURER	PROPERTY TAXES	54,257.23
2. BLOOM SLUGGETT MORGAN	LEGAL FEES	17.50
	LEGAL FEES	3,255.00
	LEGAL FEES	70.00
	TOTAL	3,342.50
3. CAPITAL ONE	SIDEWALK SALT, SUPPLIES & SMALL TOOLS	596.60
4. CARELTON EQUIPMENT	SNOW BLOW EDGES	486.92
5. COMCAST	TELEPHONES & INTERNET	284.60
6. COMPASS MINERALS AMERICA	ROAD SALT	6,717.36
7. CRYSTAL FLASH	GASOLINE & DIESEL	1,174.37
8. FLEIS & VANDENBRINK ENGINEERING INC	ENGINEERING	438.00
	PARK PLAN	1,020.00
	OVAL BEACH	2,690.00
	DEQ PERMIT	685.81
	TOTAL	4,833.81
9. FRIS OFFICE OUTFITTERS	SUPPLIES	43.02
10. GIVE' EM A BRAKE SAFETY	BARRICADE LIGHTS & BATTERIES	314.00
11. IHLE AUTO PARTS	FILTERS & SUPPLIES	78.06
12. INTERURBAN TRANSIT AUTHORITY	PROPERTY TAXES	17,260.67
13. KALAMAZOO LAKE SEWER & WATER	WATER	810.91
14. MICHIGAN CAT	GREASE	200.38
15. OTTAWA AREA INTERMEDIATE	SCHOOL DIS	2,427.46
16. PRIORITY HEALTH	PROPERTY TAXES	7,090.24
17. ROOT SPRING SCARPER CO	HEALTH INSURANCE	156.72
18. RPM MACHINERY	SNOW PLOWS	336.57
	BACKHOE EDGE & OIL	41.82
	BACKHOE EDGE	
	TOTAL	378.39
19. SAUGATUCK DOUGLAS LIBRARY	PROPERTY TAXES	17,857.64
20. SAUGATUCK FIRE	PROPERTY TAXES	58,475.52
21. SAUGATUCK PUBLIC SCHOOLS	PROPERTY TAXES	289,067.15
22. SCUTCH LAW PLC	OVAL BEACH TRADEMARK	350.00
23. SHELL	GASOLINE & DIESEL	136.79
24. SISTERS IN INK	DPW UNIFORMS	262.00
25. STINGERS PEST CONTROL		

02/19/2016 11:26 AM
User: Peter
DB: Saugatuck

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF SAUGATUCK
EXP CHECK RUN DATES 02/09/2016 - 02/22/2016
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Name	Description	Amount
26. WILLIAMS & WORKS	PEST CONTROL	53.00
	TRI COMMUNITY	31.70
TOTAL - ALL VENDORS		466,687.04
FUND TOTALS:		
Fund 101 - GENERAL FUND		15,911.93
Fund 202 - MAJOR STREETS		4,103.33
Fund 203 - LOCAL STREETS		4,208.68
Fund 661 - MOTOR POOL FUND		3,105.83
Fund 701 - CURRENT TAX FUND		439,345.67
Fund 715 - ROSE GARDEN		11.60



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk R. Harrier, City Manager

MEETING DATE: February 22, 2016

SUBJECT: Proclamation No. 160222-P1

DESCRIPTION

As part of the requirements for securing the designation of the Tree City USA, a proclamation for Arbor Day in the City of Saugatuck is required.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** Proclamation No. 160222-P1 proclaiming April 29, 2016 as Arbor Day in the City of Saugatuck.



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Christine Z. Peterson, Mayor of the City of Saugatuck, do hereby proclaim April 29, 2016 as

Arbor Day

In the City of Saugatuck, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 22nd day of February
Mayor



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager

MEETING DATE: February 22, 2016

SUBJECT: Resolution No. 160222-A (Tri-Community Master Plan Update)

DESCRIPTION

As the final step in the process of adopting the Tri-Community Master Plan update, the City of Saugatuck, the City of the Village of Douglas and Saugatuck Township are each required to have their respective City Council's review and adopt the Plan by resolution.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

On February 19th the Saugatuck City Planning Commission recommended adoption of the Tri-Community Master Plan to the Saugatuck City Council for review and final adoption.

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** Resolution No. 160222-A as presented and adopt the Tri-Community Master Plan update as written.

Projected Tri-Community Master Plan Adoption Timeline and Process Chart

Event	City of Saugatuck	City of Douglas	Saugatuck Township
Letter of Intent	November 20, 2015	November 20, 2015	November 20, 2015
Planning Commission review and recommendation of Draft Master Plan to the legislative body (City Council or Township Board)	PC Meeting: December, 17 2015 (3 rd Thursday)	PC Meeting: December 9, 2015 (2 nd Wednesday)	PC Meeting: November 23, 2015 (4 th Monday)
Approval and resolution of distribution of Draft Master Plan by legislative body	City Council Meeting: December 28, 2015 (2 nd and 4 th Monday)	City Council Meeting: December 21, 2015 (1 st and 3 rd Monday)	Township Board Meeting: December 2, 2015 (1 st Wednesday)
Draft Master Plan distributed to contiguous municipalities, regional planning agency, et al	Mailed referencing electronic distribution: December 29, 2015	Mailed referencing electronic distribution: December 29, 2015	Mailed referencing electronic distribution: December 29, 2015
Begin 42 day waiting period	January 1, 2016 (Friday)	January 1, 2016 (Friday)	January 1, 2016 (Friday)
42 day waiting period ends	February 12, 2016 (Friday)	February 12, 2016 (Friday)	February 12, 2016 (Friday)
Newspaper deadline for Public Hearing Notice	The Local Observer: January 25, 2016 (Monday)	The Local Observer: February 15, 2016 (Monday)	The Commercial Record: January 29, 2016 (Friday)
Final day to publish notice for Public Hearing by Planning Commission on Draft Master Plan	Public Hearing Notice: February 2, 2016 (Tuesday)	Public Hearing Notice: February 22, 2016 (Monday)	Public Hearing Notice: February 6, 2016 (Saturday)
Hold Planning Commission Public Hearing and Recommend Adoption of Plan	PC Meeting: February 18, 2016 (3 rd Thursday)	PC Meeting: March 9, 2016 (2 nd Wednesday)	PC Meeting: February 22, 2016 (4 th Monday)
Resolution of adoption of Final Master Plan by legislative body	City Council Meeting: February 22, 2016 (2 nd and 4 th Monday)	City Council Meeting: March 21, 2016 (1 st and 3 rd Monday)	Township Board Meeting: March 2, 2016 (1 st Wednesday)
Tri-Community Master Plan becomes effective	February 22, 2016 (Monday)	March 21, 2016 (Monday)	March 2, 2016 (Wednesday)
Adopted Plan Distributed to contiguous municipalities, regional planning agency, et al	Mailed referencing electronic distribution: March 22, 2016	Mailed referencing electronic distribution: March 22, 2016	Mailed referencing electronic distribution: March 22, 2016

COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 160222-A

A RESOLUTION ADOPTING THE PROPOSED
TRI-COMMUNITY MASTER PLAN

At a regular meeting of the City of Saugatuck City Council held on February 22, 2016 at the City of Saugatuck City Hall, the following Resolution was offered for adoption by Council Member _____ and was seconded by Council Member _____:

WHEREAS, the Michigan Planning Enabling Act, MCL 125.3801 *et seq.* (“MPEA”) authorizes the Planning Commission to prepare a Master Plan for the use, development and preservation of all lands in the City; and

WHEREAS, the City of Saugatuck Planning Commission, in cooperation with the City of the Village of Douglas and Saugatuck Township Planning Commissions, prepared an amended Tri-Community Master Plan and submitted such plan to the City Council for review and comment; and

WHEREAS, the City of Saugatuck City Council received and reviewed the proposed Tri-Community Master Plan prepared by the Planning Commission and authorized distribution of the Master Plan to the Notice Group entities identified in the MPEA; and

WHEREAS, notice was provided to the Notice Group entities as provided in the MPEA; and

WHEREAS, the Planning Commission held a public hearing on February 18, 2016 to consider public comment on the proposed Tri-Community Master Plan, and to further review and comment on the proposed Tri-Community Master Plan; and

WHEREAS, after the public hearing was held, the Planning Commission voted to approve the amended Tri-Community Master Plan on February 18, 2016 and recommended approval of the proposed Tri-Community Master Plan to the City Council; and

WHEREAS, the City Council finds that the proposed Master Plan is desirable, proper, and reasonable and furthers the use, preservation, and development goals and strategies of the City;

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. ***Adoption of 2016 Tri-Community Master Plan.*** The City of Saugatuck City Council hereby approves and adopts the proposed Tri-Community Master Plan, including all of the chapters, figures, descriptive matters, maps and tables contained therein.

2. ***Distribution to Notice Group.*** Pursuant to MCL 125.3843, the City Council approves distribution of the amended Tri-Community Master Plan to the Notice Group.

3. **Findings of Fact.** The City Council has made the foregoing determination based on a review of existing land uses in the City, a review of the existing Tri-Community Master Plan provisions and maps, and input received from the Planning Commission and the public, as well as the assistance of professional planning staff and consultants. The City Council also finds that the amended Tri-Community Master Plan will accurately reflect and implement the City's goals and strategies for the use, preservation, and development of lands within the City of Saugatuck.

4. **Effective Date; Repeal.** The amended Tri-Community Master Plan shall become effective on the adoption date of this resolution. The prior Tri-Community Master Plan is hereby repealed upon the Tri-Community Master Plan becoming effective.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this 22nd day of February, 2016

Signed: _____
Christine Z. Peterson, Mayor

Signed: _____
Monica Nagel, City Clerk

CERTIFICATION

I, Monica Nagel, the duly appointed clerk of the City of Saugatuck do hereby certify the foregoing is a true and complete copy of a resolution adopted by the Saugatuck City Council at a regular meeting held February 22, 2016, in compliance with the Open Meetings Act, Act No. 267 of the Public Acts of Michigan, 1976, as amended. The minutes of the meeting were kept and will be or have been made available as required by said Act.

Signed: _____
Monica Nagel, City Clerk



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk Harrier, City Manager

MEETING DATE: February 22, 2016

SUBJECT: Resolution No. 160222-B (Fire Truck Acquisition and Financing Contract)

DESCRIPTION

The Saugatuck Township Fire District is organized under Act 33, Public Acts of Michigan, 1951, as amended (Act 33). While Act 33 authorizes the formation of a joint fire authority and has many useful provisions for the organization, operation and financing of a fire department, it does not authorize borrowing, except for a cumbersome and expensive special assessment bond type of borrowing. Installment purchases, which are the most efficient and straightforward manner of borrowing for a fire truck are not authorized under Act 33.

Act 99, Public Acts of Michigan, 1933, as amended does give the power to a city, village or township to issue installment purchases, which could be used for fire trucks. Since the cities or the township have this power, one of them could do the borrowing and then contract with the other two to make sure the debt service on the installment purchase is shared by all three. However, the Urban Cooperation Act, Act 7, Public Acts of Michigan, 1967 (Ex. Sess.) does provide a method by which the three constituent municipalities (who could each do an installment purchase on their own) could do a joint installment purchase and create and name a separate legal entity to carry out the borrowing. This would allow the three to work together to do the borrowing through the Fire District pursuant to Act 7.

To use Act 7, the Constituent Municipalities need to enter into an intergovernmental agreement (in this case the Fire Truck Acquisition and Financing Contract). The agreement needs to be approved by resolution of each community and be signed on behalf of each. It then needs to be filed with the State of Michigan and the County Clerk's office. All that is required is a filing-there is no approval that needs to be granted by these bodies.

After the agreement is filed, it becomes effective and at that point the Fire District can adopt a resolution ratifying the agreement and authorizing the installment purchase. This resolution will contain the terms of the borrowing and authorize the installment purchase agreement. Then closing documents will be prepared, which include an assignment that must be signed by the seller of the fire truck. After the signed assignment is received from the seller, the Fire District can close on the borrowing with the bank.

Act 99 does contain limits on how much installment purchase debt each community can have outstanding. The limit is 1.25% of the municipalities taxable value. In this case, each municipality's percentage share of the outstanding amount of the installment purchase will count against their 1.25% limit.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

Saugatuck Township Fire District Board recommends approval

LEGAL REVIEW

Township Fire District attorney Roger A. Swets has prepared the attached Resolution.

SAMPLE MOTION:

Motion to **approve/deny** Resolution No. 160222-B regarding the Fire Truck Acquisition and Financing Contract authorizing the Constituent Municipalities acting jointly through the Fire Department to borrow money pursuant to Act 7 and Act 99 and pledge the City's limited tax, full faith and credit to the payment of the City of Saugatuck's share of the cost thereof.

CITY OF SAUGATUCK
COUNTY OF ALLEGAN
STATE OF MICHIGAN

RESOLUTION NO. 160222-B

A RESOLUTION TO APPROVE AND ADOPT
THE FIRE TRUCK ACQUISITION AND FINANCING CONTRACT

Minutes of a regular meeting of the City Council of the City of Saugatuck, Allegan County, Michigan, held in the City Hall, 102 Butler Street, Saugatuck, Michigan, on February 22, 2016, at 7:00 p.m., local time.

PRESENT: Members _____

ABSENT: Members _____

The following resolution was offered by Council Member _____
and supported by Council Member _____:

WHEREAS, the City of Saugatuck (the "City"), the Township of Saugatuck, and the City of the Village of Douglas (each a "Constituent Municipality") have formed the Saugatuck Township Fire District by the adoption of Rules and Bylaws pursuant to Act 33, Public Acts of Michigan, 1951, as amended (the "Fire Department"); and

WHEREAS, the Fire Department is governed by a fire administrative board created pursuant to the Rules and Bylaws; and

WHEREAS, the City Council recognizes a need for continued cooperation between neighboring communities to provide fire services and the need to purchase fire equipment for this purpose; and

WHEREAS, the Fire Department desires to purchase a fire truck to more efficiently provide fire protection services to its Constituent Municipalities; and

WHEREAS, the Constituent Municipalities and the Fire Department have determined that it is necessary to borrow a portion of the funds necessary to purchase the fire truck and have received an offer from Chemical Bank or a related entity thereof (the "Bank") to loan the Fire Department the sum of \$200,000, payable over five years at an interest rate of 1.70%, by the issuance of an installment purchase agreement; and

WHEREAS, each Constituent Municipality has the power and authority, in accordance with Act 99, Public Acts of Michigan, 1933, as amended ("Act 99"), to enter into an installment purchase agreement; and

WHEREAS, Act 7, Public Acts of Michigan, 1967, as amended (“Act 7”), provides that the Constituent Municipalities acting jointly may exercise any power they might each exercise separately; and

WHEREAS, the Fire Truck Acquisition and Financing Contract (the “Contract”), which has been presented to the City Council approves the purchase of the fire truck and related equipment, authorizes the Constituent Municipalities acting jointly through the Fire Department to borrow money pursuant to Act 7 and Act 99 and pledges the City’s limited tax, full faith and credit to the payment of the City’s share of the cost thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

The Fire Truck Acquisition and Financing Contract (the “Contract”) presented to the City Council is hereby approved and adopted, and the Mayor and the Clerk are hereby authorized and directed to execute the Contract for and on behalf of the City, in the form presented to this meeting, with such changes, additions and revisions as they shall approve, their approval evidence by their execution thereof.

As provided in the Contract, the City hereby pledges its limited tax, full faith and credit contractual general obligation for the prompt payment of its obligation to the Fire Department and the Bank for purchase and financing of the fire truck. The City hereby agrees to include in its budget each year, commencing with the present fiscal year, if applicable, a sum that will be sufficient to pay the principal of and interest coming due under the Contract. In addition, the City hereby pledges to levy ad valorem taxes on all taxable property in the City each year in an amount necessary to make its debt service payments under the Contract, subject to constitutional, statutory, and charter tax rate limitations.

The City designates its portion of the obligations under the Contract as “qualified tax exempt obligations” for purpose of the deduction of interest expense by financial institutions pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Mayor, the Clerk, and the Treasurer/Finance Director, or any one or more of them, are hereby authorized to do all acts and things to execute any documents or certificates as may be necessary or desirable, and to deliver such documents to the parties to effectuate the transaction described in the Contract.

All resolutions or parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Council Members: _____

NAYS: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

ADOPTED this 22nd day of February, 2016

Christine Z. Peterson, Mayor

Monica Nagel, Clerk
City of Saugatuck

STATE OF MICHIGAN)
) SS
COUNTY OF ALLEGAN)

I, Monica Nagel, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on February 22, 2016, and that public notice of said meeting was given pursuant to Act 267, Public Acts of Michigan, 1976, including, in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have affixed my official signature this 22nd day of February, 2016.

Monica Nagel, Clerk
City of Saugatuck

FIRE TRUCK ACQUISITION AND FINANCING CONTRACT

THIS CONTRACT (the “Contract”), entered into as of February __, 2016, by and among the Saugatuck Township Fire District (the “Fire Department”), a public body corporate established pursuant to Act 33, Public Acts of Michigan, 1951 as amended (“Act 33”), the Township of Saugatuck (“Township”), the City of the Village of Douglas (“Douglas”), and the City of Saugatuck (the “City”), Michigan Municipal Corporations organized under the constitution and laws of the State of Michigan, and located in the County of Allegan, State of Michigan. The Township, Douglas, and the City of Saugatuck are referred to as the “Constituent Municipalities.”

RECITALS

A. The Fire Department has been established pursuant to the Rules and Bylaws approved by the Constituent Municipalities as amended and restated in 2013 (the “Rules”) pursuant to the provisions of Act 33 for the purpose of operating and maintaining the Fire Department.

B. Act 7, Public Acts of Michigan, 1967 (Ex. Sess.), as amended (“Act 7”), provides that cities and townships may jointly exercise any power, privilege or authority that each share in common and might exercise separately; and

C. Each of the Constituent Municipalities possess the power to acquire and purchase firefighting apparatus.

D. Each of the Constituent Municipalities has the power and authority, in accordance with Act 99, Public Acts of Michigan, 1933, as amended (“Act 99”), to purchase “lands, property or equipment for public purposes to be paid for in installments over a period of not to exceed 15 years.”

E. Each of the Constituent Municipalities contributes to the budget of the Fire Department a percentage of the total budget equal to the taxable value of that community divided by the total taxable value of all of the Constituent Municipalities (the “Constituent Municipality’s Share”).

F. The Constituent Municipalities deem it necessary that the Fire Department acquire, for the use of the Fire Department, a fire truck and related equipment as described on Exhibit A (the “Fire Truck”).

G. The estimated cost of the Fire Truck as approved by Fire Department shall not exceed \$250,000 (the “Fire Truck Cost”).

H. Chemical Bank, or a related entity thereof (the “Bank”), has offered to make a loan to the Constituent Municipalities through the Fire Department in the amount of \$200,000 at the rate of 1.70% in order to finance a portion of the cost of the Fire Truck.

I. The Constituent Municipalities desire to enter into this interlocal agreement pursuant to Act 7 in order to jointly purchase the Fire Truck and jointly borrow funds pursuant to Act 99 to finance the purchase of the Fire Truck, acting through the Fire Department to administer and execute this Contract.

J. The Constituent Municipalities, by this Contract, authorize the Fire Department to acquire the Fire Truck to be used by the Fire Department and authorize the Fire Department to borrow funds pursuant to Act 99 and enter into an installment purchase agreement with the Bank.

K. By this Contract, the Constituent Municipalities agree to make payments to the Fire Department that will be sufficient to enable the Fire Department to make payments, when due, of principal and interest on an installment note, to be issued in order to obtain the funds necessary to purchase the Fire Truck.

AGREEMENT

The Fire Department and each Constituent Municipality agree as follows:

1. The Constituent Municipalities each approve the acquisition of the Fire Truck by the Fire Department. The Fire Truck shall be owned by the Fire Department and operated pursuant to the provisions of the Rules.

2. The Fire Department and the Constituent Municipalities approve the period of usefulness of the fire truck as not less than five (5) years and \$250,000 as the estimated Fire Truck Cost.

3. The Fire Administrative Board of the Fire Department, as appointed under the Rules, is constituted pursuant to this Contract and shall act as a separate legal and administrative entity to implement this Contract. It shall be empowered with such powers as are granted under this Contract and any other powers necessary to achieve the purposes this Contract. Notwithstanding any provision of the Rules, the Fire Administrative Board, as constituted to administer this Contract, shall have at least one member appointed by the governing body of each Constituent Municipality who may be removed at will by the appointing governing body.

4. The Fire Department's execution of a Bill of Sale to purchase the Fire Truck is ratified and confirmed.

5. After execution of this Contract, the Fire Department shall proceed to enter into an installment purchase agreement to finance a portion of the cost of the acquisition of the Fire Truck in exchange for the funds necessary to acquire the Fire Truck. The Constituent Municipalities grant to the Fire Department the power and authority to enter into the installment purchase agreement in an amount of not to exceed \$200,000, payable over a period of five (5) years, and at an interest rate not to exceed 1.70%. For purposes of Act 7, entering into the installment purchase agreement shall be construed as a joint action of the Constituent

Municipalities acting through the Fire Department and each Constituent Municipality has directly authorized and agreed to be indebted in this manner.

6. The Constituent Municipalities, by the execution of this Contract, pursuant to the authorization of Act 99, each pledge its limited tax, full faith and credit, contractual general obligation for the prompt and timely payment of its obligations expressed in this Contract, subject to constitutional, statutory, and charter, if applicable, limitations on the taxing power of the Constituent Municipalities, and the installment purchase agreement issued by the Fire Department pursuant to this Contract will be issued in anticipation of this pledge by the Constituent Municipalities.

7. The Fire Department will pay the debt service on the installment purchase agreement from the funds annually budgeted by the Fire Department. Each year the Fire Department shall include in its budget an amount sufficient to pay, when due, the principal and interest required to be paid on the installment purchase agreement and note during that fiscal year.

8. After execution of the installment purchase agreement, the Constituent Municipalities shall each pay as part of its budget contribution to the Fire Department that Constituent Municipality's Share of the sum necessary to pay all amounts owed pursuant to the installment purchase agreement as it becomes due. Should the funds of the Fire Department be insufficient to pay the debt service on the installment purchase agreement for any reason, each Constituent Municipality shall pay that Constituent Municipality's Share of the debt and the debt service thereon. These shares may be adjusted periodically by mutual agreement of the Constituent Municipalities.

9. The Constituent Municipalities shall each pay the amounts due under this Contract from its general fund as a first budget obligation, and they each hereby directly authorize being so indebted.

10. In the event the Constituent Municipalities shall fail to make a payment to the Fire Department required by this Contract at the time specified, the Fire Department shall have all rights and remedies provided by law to enforce the obligations of the Constituent Municipalities.

11. If the proceeds of the installment purchase agreement to be issued by the Fire Department are for any reason insufficient to purchase the Fire Truck, the Constituent Municipalities shall provide such additional funds, as may be necessary, in the same proportions as set forth in Section 8.

12. This Contract is contingent upon the Fire Department issuing its installment purchase agreement to acquire the Fire Truck, which installment purchase agreement shall be issued pursuant to Act 99 pursuant to the joint action authorized by this Contract pursuant to Act 7.

13. The Constituent Municipalities and the Fire Department further agree that they will each comply with their respective duties and obligations under the terms of this Contract at the times and in the manner herein set forth and will not suffer to be done any act that would in any way impair the installment purchase, the security therefore, or the prompt payment of principal and interest thereof.

14. The law firm of Dickinson Wright PLLC is hereby appointed as note counsel for the preparation of this Contract and the issuance of the installment purchase agreement authorized by this Contract ("Note Counsel"). The retention of Note Counsel is hereby approved, notwithstanding the periodic representation of one or more of the Constituent

Municipalities or the Bank by Dickinson Wright PLLC in matters not related to the issuance of this Contract or the installment purchase agreement.

15. This Contract shall become effective upon its approval and execution, and upon its filing with the Allegan County Clerk and the Michigan Secretary of State, to the extent such filing is required by law. It shall terminate upon payment in full of the installment purchase agreement or upon the date the Fire Department ceases to use the Fire Truck if this date is later. Upon termination of this Contract, title to the Fire Truck, if still held by the Fire Department, shall vest in the Constituent Municipalities in the proportion to which they contributed to the cost of the Fire Truck and the debt service on the installment purchase agreement.

16. If in any judicial proceeding a court shall refuse to enforce any part of this agreement, the unenforceable portions shall be deemed eliminated from the Rules to the extent necessary to permit the remaining portions to be enforced.

17. The provisions of this Contract shall be in full force and effect and binding upon the successors and assigns of the parties.

The parties have caused this Contract to be executed and delivered by their respective duly authorized officers, all as of the day and year first above written.

SAUGATUCK TOWNSHIP FIRE DISTRICT

By: _____

Its: Chairperson

And: _____

Its: Secretary

Dated: February __, 2016

TOWNSHIP OF SAUGATUCK

By: _____

William Wester
Its: Supervisor

And: _____

Brad Rudich
Its: Clerk

Dated: February __, 2016

CITY OF SAUGATUCK

By: _____
Christine Z. Peterson
Its: Mayor

And: _____
Monica Nagel
Its: Clerk

Dated: February __, 2016

CITY OF THE VILLAGE OF DOUGLAS

By: _____
James Wiley
Its: Mayor

And: _____
Jean E. Neve
Its: Clerk

Dated: February __, 2016

EXHIBIT A

Description of Fire Truck

2011 KME Pumper and equipment all as identified in the Bill of Sale therefor entered into with the Great Cacapon Volunteer Fire Company



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk R. Harrier, City Manager
MEETING DATE: February 22, 2016
SUBJECT: Venetian Festival Special Event Application

DESCRIPTION

The city has received a request to hold a Venetian Festival event in Coghlin Park. The organization making the request is Cow Hill Yacht Club. Cow Hill Yacht Club successfully operated the event last year. Proposed dates for the event are July 29 thru 31, 2016. The city attorney has prepared a "Letter of Understanding" the City Council can use to approve the event and memorialize the understanding between the organization and the City of Saugatuck regarding the event.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

Municipal attorney Jeff Sluggett has prepared the attached Letter of Understanding

SAMPLE MOTION:

Motion to **approve/deny** the Letter of Understanding dated February 22, 2016 between the City of Saugatuck and the Cow Hill Yacht Club to hold a Venetian Festival event in the City of Saugatuck on July 29 thru 31, 2016.



February 18, 2016

Attention: City of Saugatuck and Council Members

From: Cow Hill Yacht Club represented by Sherry Tedaldi, Commodore and Ken Trester, Past Commodore

Subject: 2016 Venetian Festival Special Event Application

Cow Hill Yacht Club (CHYC) does hereby apply to continue the tradition of the Venetian Festival (VF) in the City of Saugatuck. We propose VF to be held from July 29, 2016 through July 31, 2016. We propose the following schedule for the weekend which may be subject to amendment via the council.

1. Friday, July 29, 2016 – Party in Coghlin Park with 80's band, dancing, beer tent, limited bar, food and activities for children such as face painting. Party would be open at 5:00 p.m. and to until 11:00 p.m. We would also like to gain permission again for the ReMax Hot Air Balloon landing in Coghlin Park on the grass.
2. Saturday, July 30, 2016 – Dinghy Poker Run in the Kalamazoo river originating at Coghlin Park at noon, boat parade at dusk along with fireworks after parade.
3. Sunday, July 31, 2016 – Presentation of prizes for water activities
4. Wednesday, July 20, 2016 during Music in the Park we seek permission to land a pirate boat on the wall at Wick's Park.
5. We seek permission to sell items during the weekend utilizing the City issued badges.

CHYC will plan and manage these events with support from within our organization, other organizations, local businesses and local residents.

For Venetian 2015, CHYC raised nearly \$18,000 to use toward our charitable works. This amount was a significant part of the nearly \$35,000.00 donated by CHYC in 2015 to assist those in need in our communities. We would greatly appreciate the opportunity to present Venetian Festival to the community again this year so we may raise funds to donate in 2016.

We propose a similar financial set up with the City as we had last year. CHYC will fund the fireworks for Saturday night and will pay rent at the rate of 5% of the net proceeds of the door of the Friday night event to the City of Saugatuck to be earmarked for the Sparkle Committee.

CHYC will continue to adhere to the rules of the City of Saugatuck, the guidelines from the Fire Department and the Department of Public Works. We will work in harmony with all associated in making the event a safe and fun experience for our guests.

CHYC will continue to be transparent with any and all funds raised for and during the event. As a registered 501C3, we adhere to all guidelines as required by Federal and State Governments. Our books are open to the City at any time as well as the Venetian account at Chemical Bank. We have been and will continue to be an open book.

CHYC will again attempt to raise funds from sponsors to cover the costs for Venetian at an estimated amount of \$25,000. A list of 2015 expenses are available for review.

Tents are expected to be erected no earlier than Thursday, July 28, 2016 and taken down no later than Saturday, July 30, 2016. CHYC will also install banners (with the City's assistance) prior to the event and take them down after the event.

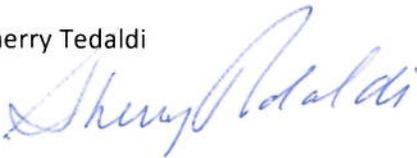
As we did last year, we will engage the Boy Scouts of America local troop to clean up the park and gather the trash (in bags) for pick up by the City on Saturday and then again on Monday. We will again place these in one location for ease of pick up.

CHYC requests that for the safety of our guests and due to limited parking downtown, the Interurban be fully staffed and running all available vehicles from 4:00 p.m. on July 29, 2016 until 2:30 a.m. and on July 30, 2016 as is done on a Holiday weekends.

CHYC respectfully asks for your consideration of our application to keep Venetian Festival a Cow Hill Yacht Club production so we may continue to help more people in our communities. We had a well presented product last year but hope to make this year's event even better.

Thank you for your consideration,

Sherry Tedaldi



Commodore CHYC



2016 Venetian Festival Letter of Understanding

Cow Hill Yacht Club
PO Box 554
Saugatuck, MI 49453

Re: Letter of Understanding

Dear Cow Hill Yacht Club:

This Letter of Understanding (“Letter”) is intended to memorialize the City of Saugatuck’s understanding with respect to the Cow Hill Yacht Club’s proposal to hold, operate and conduct the traditional Venetian Festival within the City on July 29, 30 and 31, 2016. The Cow Hill Yacht Club has submitted a Special Event Application and associated materials dated February 18, 2016 (collectively, the “Application”) to the City which has been reviewed by the City Council. After due consideration, the City Council has approved that Application subject to the Cow Hill Yacht Club’s willingness to sign this Letter. This Letter shall be construed to incorporate and include the Application as well as the materials attached thereto. In the event of a conflict between the terms of this Letter and the Application, the terms of this Letter shall control.

In granting approval for the Cow Hill Yacht Club’s Application, the City is consenting to Cow Hill Yacht Club’s use of City streets, parks and other public places for the Festival. In addition, the City agrees that, subject to Cow Hill Yacht Club’s compliance with this Letter, the City shall provide the following at its cost to the Cow Hill Yacht Club for its operation of the Festival:

- Subject to the Cow Hill Yacht Club’s agreement to fund for these positions (see below), the City will provide two additional police reserve officers for the Friday night beer tent event.
- Provision of security fencing.
- Assistance in installing any authorized signs or banners within or on public rights of way or other public property over which the City has jurisdiction. No signage may be installed as part of the Festival without the City’s prior approval, which approval shall not be unreasonably withheld.

- Cooperate with Cow Hill Yacht Club and other local entities or organizations as reasonably necessary to plan for the Festival.

In exchange for the City's approval and commitments as set forth above, the Cow Hill Yacht Club shall prepare, operate and conduct the Festival consistent with the following:

- Compliance with all adopted laws and regulations of the City and its departments including applying for and obtaining any permits required by law.
- Not later than July 28, 2016, the Cow Hill Yacht Club shall obtain the approval of the Application by the City's Police Department and the Saugatuck Township Fire District.
- Not later than July 28, 2016 the Cow Hill Yacht Club shall submit to the City Manager and Police Chief a safe cash handling plan for the Festival, which plan must be approved by both City officers.
- Paying for the additional police reserve officers referred to above, for a total of two reserve officers working eight-hour shifts.
- The provision of adequate trash receptacles for the Festival in such quantities and locations as directed by the City and removal of the trash as reasonably necessary.
- The provision of adequate temporary restroom facilities as determined in the City's reasonable discretion.
- Installation and removal of the security fencing supplied by the City.
- Installation of any tents in Coghlin Park not earlier than Thursday, July 28 and disassembly and removal of the same no later than Saturday, July 30.
- Provision to the City Clerk, not later than July 28, of a valid certificate of insurance of a type and amount deemed sufficient by the City in its reasonable discretion. Without limiting the foregoing, the certificate must identify the City and its officers and employees as additional insureds.
- Provision to the City Clerk, not later than July 28, of a valid Allegan County Health Department food service license for activities associated with the Cow Hill Yacht Club's conduct of the Festival.
- Provisions to the City Clerk, not later than July 28, of a valid Michigan Liquor Control Commission special event license for the Festival.
- Coordination and funding of any Interurban transportation services associated with the Festival.
- Advertising and marketing the Festival to the general public in the Cow Hill Yacht Club's reasonable discretion.
- Except to the extent in conflict with the provisions of this Letter, compliance with the representations contained in the Cow Hill Yacht Club's February 22, 2016 correspondence, a copy of which is attached and incorporated by reference including, without limitation, Cow Hill Yacht Club's agreement to fund all costs associated with the fireworks display on Saturday, July 30.

- Except as otherwise provided expressly herein, all costs and fees associated with the Festival shall be the responsibility of the Cow Hill Yacht Club.
- Remit to the City five percent (5%) of the net proceeds from the beer tent as compensation towards Cow Hill Yacht Club's use of Coughlin Park.
- No later than August 22, 2016 the Cow Hill Yacht Club will present to the City Council a financial summary report for the Festival, which report shall minimally identify the number of attendees over the course of the Festival as well as revenue generated by Cow Hill Yacht Club and expenditures it incurred for the Festival.

Assuming the above accurately reflects the Cow Hill Yacht Club's understanding and agreement please have an authorized official(s) of the Cow Hill Yacht Club sign and date where indicated below and return one original copy of this Letter to the City.

Sincerely,

CITY OF SAUGATUCK

Date: _____, 2016

By: _____
Christine Z. Peterson, Mayor

By: _____
Monica Nagel, Clerk

The foregoing accurately reflects the understanding and agreement of the _____ with respect to its proposal to hold, operate and conduct the 2016 Venetian Festival in the City of Saugatuck.

Date: _____, 2016

By: _____
Its: _____

By: _____
Its: _____



102 Butler Street • P.O. Box 86 • Saugatuck, MI 49453
Phone: 269-857-2603 • Website: www.saugatuckcity.com

SPECIAL EVENT APPLICATION

Must be filled out in its entirety & returned to the City Clerk's Office 30 days prior to scheduled event

SPONSORING ORGANIZATION INFORMATION

LEGAL BUSINESS NAME: Cow Hill Yacht Club TELEPHONE: 313-515-0321
MAILING ADDRESS: Box 554, Saugatuck, MI 49453
CONTACT NAME: Ken Trestler TELEPHONE: _____
E-MAIL ADDRESS: KTrestler@Comcast.net CELL PHONE: 313-515-0321

CONTACT PERSON ON DAY OF EVENT

CONTACT NAME: Same as above TELEPHONE: _____
E-MAIL ADDRESS: _____ CELL PHONE: _____

EVENT INFORMATION

NAME OF EVENT: Venetian Festival DATE(S) OF EVENT: July 29-31
PURPOSE OF EVENT: Charitable Fundraising RAIN DATE: None

Non-Profit For-Profit City Operated/Sponsored Co-Sponsored
 Marathon/Race Festival/Fair Video/Film Production Other _____

EVENT LOCATION: Coughlin Park EVENT HOURS: 10 a.m. - 11 p.m.

ESTIMATED NUMBER OF ATTENDEES: 2500

ESTIMATED NUMBER OF VOLUNTEERS: 125

ESTIMATE DATE / TIME FOR SET-UP: 7/29/16 10 A.M. P.M. (circle one)

ESTIMATE DATE / TIME FOR CLEAN-UP: 7/31/16 11 A.M. P.M. (circle one)

EVENT DETAILS

WILL MUSIC BE PROVIDED DURING THIS EVENT: Yes No

TYPE OF MUSIC PROPOSED: Live Amplification Recorded Loudspeakers

PROPOSED TIME MUSIC WILL BEGIN: 7 a.m. END: 11 p.m.

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department) Yes No
 Provide Copy of Health Department Food Service License Vendor to supply

WILL ALCOHOL BE SERVED AT THIS EVENT: Yes No
 Provide Copy of Liquor Liability Insurance (listing the City as additionally insured)
 Provide Copy of Michigan Liquor Control License To be provided

If yes, describe measures to be taken to prohibit the sale of alcohol to minors: ID checks by
adult volunteers, wristbands, TIPS trained servers

WILL FIREWORKS BE APART OF EVENT: Yes No
 Provide Copy of Liability Insurance (listing the City as additionally insured)
 Provide Copy of Fireworks Permit To be provided

EVENT SIGNAGE: City Council approval is required for any temporary signing in the public right-of-way, across a street or on City property. Which of the following signs are requested for this event:

- "YARD" SIGNS - Number requested: 20 (Maximum size is 2' x 2'. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- BANNER OVER CITY STREET - Location: Banners at city entrances
(Size cannot be greater than 16 square feet. Cannot be displayed no more than 15 days prior to first day of event and must be removed 24 hours after end of event.)
- SIGNAGE AT EVENT SITE - Location(s): Coughlin Park - various locations
Description of signs: Event signage + various directional signs
(Signs at event site cannot be displayed prior to day of the event and must at the end of the event.)

TENTS/CANOPIES/MISC: The City of Saugatuck does not have tents, stage, tables or chairs available for rental. There are a number of businesses listed in the yellow pages under "Rental Service Stores" that specialize in the rental of event supplies. Will the following be constructed or located in the event area:

BOOTHS - QUANTITY _____ TENTS - QUANTITY 4

AWNINGS - QUANTITY _____ TABLES - QUANTITY 25

PORTABLE TOILETS - QUANTITY 20

VENDOR PARKING: Have you made arrangement for vendor parking? Yes No

If yes, where do you propose your vendors park? Griffith + Colver

Will the Interurban be utilized? Yes No Time(s) TBD

DEPARTMENT OF PUBLIC WORKS

APPROVED

DENIED

Will this event require the use of any of the following municipal equipment: Yes No

TRASH RECEPTACLES - QUANTITY 14

BARRICADES - QUANTITY 6

TRAFFIC CONES - QUANTITY 30

PARKING SIGNS - QUANTITY 20

FENCING WATER ELECTRIC

RESTROOM CLEANING

OTHER _____

SAUGATUCK/DOUGLAS POLICE DEPARTMENT

APPROVED

DENIED

ADDITIONAL OFFICERS REQUIRED? Yes No

If yes please describe & include times 2 officers on site Friday night

Other (describe): _____

SAUGATUCK TOWNSHIP FIRE DISTRICT

APPROVED

DENIED

STREET CLOSURES: Yes No (use attached map to outline proposed closures)

Street closure date/time: 7/29/16 6 A.M. P.M. (circle one)

Street re-open date/time: 7/31/16 1 A.M. P.M. (circle one)

SIDEWALK CLOSURES: Yes No (use attached map to outline proposed closures)

Describe Sidewalk Use: Part of concert site

Sidewalk closure date/time: 7/29/16 10 A.M. P.M. (circle one)

Sidewalk re-open date/time: 7/31/16 1 A.M. P.M. (circle one)

PARKING LOT CLOSURES: Yes No (use attached map to outline proposed closures)

Parking Lot Location: East side of Griffith, south side of Culver
see above

Sidewalk closure date/time: _____ A.M. P.M. (circle one)

Sidewalk re-open date/time: _____ A.M. P.M. (circle one)

What parking arrangements are proposed to accommodate potential attendance: Current
parking and Inteurkan runs from high school.

CITY USE ONLY - Department representative please initial if approved

[] DPW

[] POLICE

[] FIRE

CITY COUNCIL APPROVAL DATE: _____

AUTHORIZED BY: _____

DATE: _____

APPLICATION CHECK LIST

- Completed Application
- Event Map (includes detailed event layout for vendors, booths, porta potties, etc.)
- Road/Sidewalk/Parking Lot Closure Map
- Certificate of Insurance (listing the City of Saugatuck as additionally insured) *To Follow*
- Fireworks Permit (if applicable) *To Follow*
- Michigan Liquor Control Commission Special Event License (if applicable) *To Follow*
- Health Department Food Service License (if applicable)

If document is missing, please explain: All permits and licenses to be provided when granted, prior to event.

The applicant and sponsoring organization understand and agrees to:

Provide a certificate of insurance with all coverages deemed necessary for the event, name the City of Saugatuck as an additional insured on all applicable policies and submit the certificate to the City Clerk's Office no later than one (1) week following notice of the event approval.

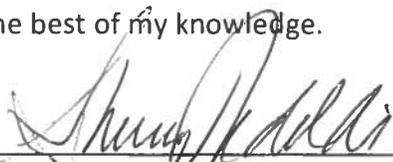
Comply with all City and County Ordinances and applicable State laws, City policies and acknowledges that the special events permit does not relieve the applicant or organization from meeting any application requirements of law or other public bodies or agencies.

Applicant and sponsoring organization further understands the approval of this special event may include additional requirements and/or limitations based on the City's review of this application. The applicant and sponsoring organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary.

Applicant understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.

Applicant agrees to defend, indemnify and hold harmless the City of Saugatuck, Michigan from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from this Special Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss cost of expense is caused in whole or in part by the negligence of the City of Saugatuck or by third parties, or by the agents, servants, employees or factors of any of them.

As the duly authorized agent of the sponsoring organization, I hereby apply for approval of this Special Event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.



Applicant Signature

2/7/14

Date

Coghlin Park

Statue

Statue

Emergency Exit

Concert Tent
40x120

Beer &
Wine
Area

Ticket
Tent
20x20

Childrens Games

Dining Area

Gazebo

Emergency
Exit

Dinghy Dock

Dance Floor

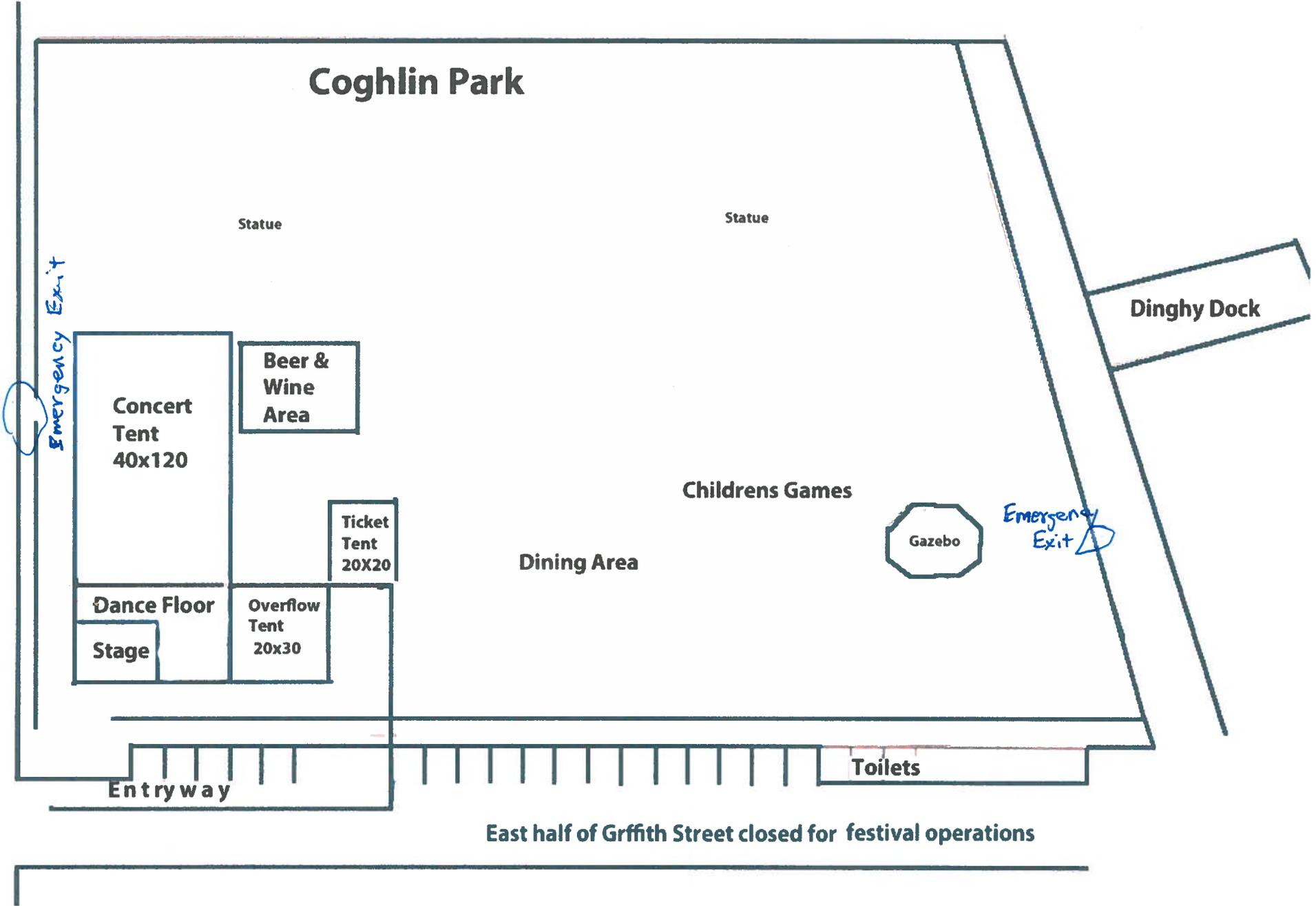
Overflow
Tent
20x30

Stage

Entryway

Toilets

East half of Grffith Street closed for festival operations



Downtown Street / Sidewalk Closure(s)

NSHIP
ICK



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—AUTOMATIC STATUS WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

- All Coverage Parts or
 Only the following checked Coverage Part(s)

- COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
N/A COVERAGE PART C - PROFESSIONAL LIABILITY
N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
N/A COVERAGE PART F - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

SECTION II – Who Is An Insured is amended to include as an additional insured any person or organization you are required to include as an additional insured on this Policy by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or, "property damage" but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf.

Liability for the above acts or omissions includes the liability you are required to assume in a written contract or written agreement with an additional insured that is specifically related to "your work", provided that assumption of the additional insured's liability is permitted by law.

The insurance provided to the additional insured(s) under this endorsement is limited as follows:

1. In the event that the Limits of Insurance provided by this Policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations.
2. Any coverage provided by this endorsement to an additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.
3. With respect to the insurance afforded to the additional insured(s), the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, (other than service, maintenance or repairs) on the project to be performed by

or on behalf of the additional insured(s) at the location of the covered operations, has been completed; or

- b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;

provided that item 3.a. and 3.b. above shall not apply if such coverage is required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



City Council Agenda Item Report

City of Saugatuck

FROM: Kirk R. Harrier, City Manager
MEETING DATE: February 22, 2016
SUBJECT: Harbor Authority Board Reappointments

DESCRIPTION

In 2011 the City of Saugatuck and the City of Douglas council's approved an Act 7 Interlocal Cooperation Agreement creating the Kalamazoo Lake Harbor Authority. As part of that Agreement, it requires a Board of Directors to be appointed. The appointing authority of each entity shall appoint two (2) members to the Authority Board provided that not more than one (1) of those members is an elected official.

The City of Saugatuck representatives currently serving on such board with expiring terms are Patrick Burroughs and Ken Trester as the City Council representative.

BUDGET ACTION REQUIRED

N/A

COMMITTEE/COMMISSION REVIEW

N/A

LEGAL REVIEW

N/A

SAMPLE MOTION:

Motion to **approve/deny** the reappoint of Patrick Burroughs for a three (3) year term expiring February 2019 and City Council representative Ken Trester for a two (2) year term expiring February 2018 to the Kalamazoo Lake Harbor Authority Board of Directors.